

AMENDED DECLARATION AND NOTICE OF POOLED UNIT

SCHOSTAG UNIT

This Amended Declaration and Notice of Pooled Unit dated September 3, 2010, is executed to be effective as of December 1, 2009, by the undersigned parties, who collectively own the leasehold estates created under those certain oil and gas leases and any renewals, extensions, ratifications and amendments thereof which are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Leases"), or who collectively own an interest in the oil and gas estate in the lands described in the Leases, and who join in the execution hereof to evidence their consent to the pooling, unitization and combination of the Leases and oil and gas estates herein described. This Amended Declaration shall amend and replace that certain Declaration and Notice of Pooled Unit - Schostag Unit recorded April 9, 2010 in the Recorder's Office of Marshall County, West Virginia, Book 698, Page 500 and in the Recorder's Office of Wetzel County, West Virginia, Book 109A, Page 630. Specifically, this Amended Declaration is intended to revise the unit boundaries or to correct scrivener's errors and to substitute one or both exhibits thereto.

RECITALS

WHEREAS, each of the Leases authorizes the lessee thereunder to pool, unitize or combine all or a portion of the lands covered thereby with other land and leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons from the lands covered by the Leases; and

WHEREAS, the pooling, unitization and combination of the Leases and oil and gas estates to the extent necessary to form the hereinafter described pooled unit are necessary and advisable in the judgment of the undersigned to efficiently and effectively develop the oil and gas rights within such unit.

WHEREAS, Chesapeake Appalachia, L.L.C. is the Operator of the gas well(s) in the pooled unit and executes this document on behalf of itself and as agent for all interest owners in the leases to the extent that they do not separately join in the execution hereof.

NOW, THEREFORE, in order to establish and provide proper notice for the creation of the hereinafter described unit, the undersigned hereby declare as follows:

1. Declaration of Unit: In accordance with the provisions of the Leases, the undersigned do hereby declare, pool, unitize and combine the Leases, including all renewals, extensions, ratifications and amendments thereof, and the lands covered thereby and the oil and gas estates therein, to the extent necessary to form and create a pooled unit as described below. Production from the unit shall be allocated among all of the Leases and tracts within the unit in the proportion that the number of surface acres of each lease and tract included within the unit bears to the total number of surface acres in the unit, as described in Exhibit "A".

2. Unit Name. The pooled unit created hereby shall be known as the "**Schostag Unit**" ("the Unit").

MARION DIXON

3. Description of Unit: The Unit shall consist of **280.114075 acres**, more or less, being all or a portion of the Leases listed on Exhibit "A" INsofar AND ONLY INsofar as the Leases fall within the boundary more particularly described and depicted on Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes. This Amended Declaration and Notice of Pooled Unit covers all production from the lands described on Exhibit "A" and Exhibit "B" which is produced from any well drilled within the Unit. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B", Exhibit "A" shall supersede and control.
4. Effect of Pooled Unit. The effect of this Amended Declaration and Notice of Pooled Unit shall be that operations and/or production (or the equivalent as in the case of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate tract sufficient to extend and maintain each included lease in the Unit.
5. Right to Amend. The undersigned hereby expressly reserve the right, from time to time, to amend this Amended Declaration and Notice of Pooled Unit, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit, including without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit; (ii) to include in the Unit additional lands and oil and gas leases, or interests in the lands described therein, covering interests in the Unit, which are secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein; (iii) to include in the Unit full or undivided interests in the Unit which are not otherwise included herein by the respective owner of such full or undivided interests; and (iv) to change the allocation of oil and gas production attributable to the various lands, leases and owners thereof to conform with (i) – (iii) above.
6. Dissolution of Unit: The Unit formed hereby may be dissolved by Chesapeake Appalachia, L.L.C., acting as the Operator of the Unit, with the consent of the undersigned, at any time by filing an appropriate instrument of record in Marshall County and Wetzel County, West Virginia, after any failure to establish unit production or after cessation of operations upon the Unit.
7. Binding upon Assigns and Successors: This instrument shall bind, inure to the benefit of, and be exercised by heirs, assigns, and successors in interest of all parties.
8. Counterparts. This document may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which, when taken together, will be deemed to constitute one and the same document as if all signatures were included therein. The failure of one or more of the signatory parties listed below to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.
9. Effective Date: This Unit shall remain in force from the effective date listed hereinabove and for as long as oil and gas are being produced from the Unit, or so long as the Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms and provisions of the Leases.

EXECUTED by the undersigned parties on the respective dates of acknowledgment hereof, to be effective for all purposes from the effective date listed hereinabove.

Jan Pest
MARSHALL County 10:50:50 AM
Instrument No 1292343
Date Recorded 09/24/2010
Document Type O&G
Pages Recorded 5
Book-Page 709-221
Recording Fee \$5.00
Additional \$6.00

Chesapeake Appalachia, L.L.C.
an Oklahoma limited liability company

By: [Signature]
Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

Statoil USA Onshore Properties Inc.

By: [Signature]
M.K. Williams, Land Manager – Onshore Gas

CORPORATE ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS:

On this, the 9th day of September, 2010, before me Dally Glenn, the undersigned officer, personally appeared Henry J. Hood, who acknowledged himself to be the Senior Vice President – Land and Legal & General Counsel of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, and that he as such Senior Vice President – Land and Legal & General Counsel, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Senior Vice President – Land and Legal & General Counsel.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



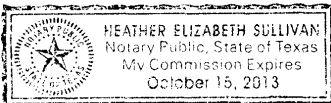
My Commission Expires: 4/16/14
Signature/Notary Public: [Signature]
Name/Notary Public (print): DALLY GLENN

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) SS:

On this, the 15th day of September, 2010, before me Heather E. Sullivan, the undersigned officer, personally appeared M. K. Williams, who acknowledged himself to be the Land Manager – Onshore Gas of Statoil USA Onshore Properties Inc., a corporation, and that he as such Land Manager – Onshore Gas, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Land Manager – Onshore Gas.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 10-15-2013
Signature/Notary Public: [Signature]
Name/Notary Public (print): Heather Elizabeth Sullivan

This document prepared by:
Chesapeake Appalachia, L.L.C.
6100 N. Western Avenue
P.O. Box 18496
Oklahoma City, OK 73118

EXHIBIT "A"

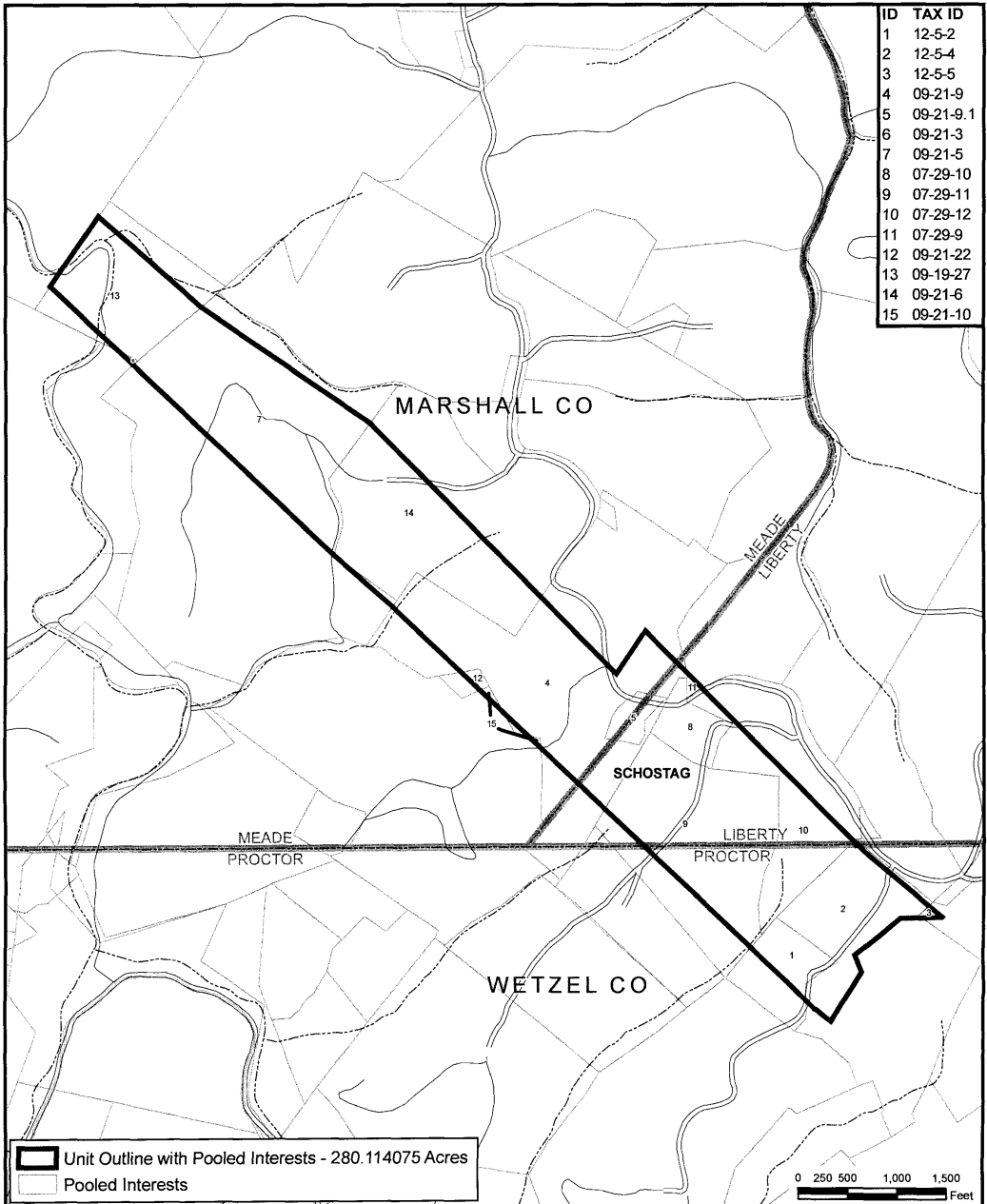
Attached to and made a part of that Amended Declaration and Notice of Pooled Unit dated September 3, 2010, but effective December 1, 2009, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.

SCHOSTAG UNIT
Marshall County and Wetzel County, West Virginia

CHESAPEAKE LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	RECORDING INFORMATION	DISTRICT	COUNTY	TAX MAP PARCEL ID NUMBERS	TITLED ACRES	NET ACRES IN UNIT
1-240898-000	GEORGE N YOHO	MANUFACTURERS LIGHT AND HEAT CO	1/3/1992	BOOK 353, PAGE 103	Liberty	Marshall	7-28-12	280.000000	38.606016
1-243375-000	O C YOHO AND MARY YOHO	MANUFACTURERS LIGHT AND HEAT CO	1/4/1992	BOOK 45A, PAGE 202	Proctor	Wetzel	12-5-4	10.000000	0.375750
1-228150-000	HAYHURST COMPANY STELLA ROBINSON, AUSTIE ROBINSON, HANNA JEAN CUMPTON AND JOHN H CUMPTON, JOSEPH D ROBINSON AND MADLON ROBINSON, JIMMY ROBINSON AND SHIRENE G. ROBINSON, BETTY LOU BONNETTE AND W C BONNETTE	CHESAPEAKE APPALACHIA, L.L.C.	4/13/2006	BOOK 652, PAGE 72; BOOK 65, PAGE 616	Liberty	Marshall	07-28-11	33.300000	25.571740
1-254877-000	CHARLES W CAIN AND PEARL CAIN	MANUFACTURERS LIGHT AND HEAT CO	1/28/1980	BOOK 42, PAGE 51	Meade	Marshall	09-18-27	61.470000	27.730892
1-243374-000	ERICA M MASON	CHESAPEAKE APPALACHIA, L.L.C.	3/22/1982	BOOK 353, PAGE 248	Meade	Marshall	09-21-10	140.000000	0.468128
1-278370-001	JACK R HAMMERS	CHESAPEAKE APPALACHIA, L.L.C.	4/21/2008	BOOK 681, PAGE 401	Meade	Marshall	09-21-22	1.800000	0.048708
1-278370-002	IVILA ORA WHITNEY	CHESAPEAKE APPALACHIA, L.L.C.	9/29/2009	BOOK 690, PAGE 199	Meade	Marshall	09-21-22	1.800000	0.098973
1-278370-003	O E BURGE, SARAH LOU BURGE AND STEPHEN BURGE	CHESAPEAKE APPALACHIA, L.L.C.	10/6/2009	BOOK 690, PAGE 201	Meade	Marshall	09-21-22	1.800000	0.197846
1-279370-007		CHESAPEAKE APPALACHIA, L.L.C.	11/23/2009	BOOK 694, PAGE 479	Meade	Marshall	09-21-22	1.800000	0.286919
1-289563-000	DAVID A MASON AUSTIE ROBINSON, STELLA ROBINSON, HANNA JEAN CUMPTON AND JOHN H. CUMPTON, JOSEPH D ROBINSON AND SHIRENE G ROBINSON, BETTY LOU BONNETTE AND W C BONNETTE	MOUNTAIN LINK ASSOCIATES, INC	4/7/2007	BOOK 658, PAGE 628	Meade	Marshall	09-21-3	198.000000	56.679729
1-243371-000		MANUFACTURERS LIGHT AND HEAT CO	1/28/1980	BOOK 342, PAGE 47	Meade	Marshall	09-21-6	100.000000	50.511125
1-243378-000	RHODA MCDOWELL, JOHN D. RUSH AND MARY RUSH	MANUFACTURERS LIGHT AND HEAT CO	1/22/1982	BOOK 354, PAGE 40	Meade	Marshall	09-21-9	129.000000	68.581644
1-228342-001	O E BURGE	COLUMBIA NATURAL RESOURCES, L.L.C.	4/22/2005	BOOK 84A, PAGE 401	Proctor	Wetzel	12-5-2	149.000000	1.273752
1-228342-002	EARL R & EVA R LENDON	COLUMBIA NATURAL RESOURCES, L.L.C.	4/22/2005	BOOK 84A, PAGE 585	Proctor	Wetzel	12-5-2	149.000000	0.254750
1-228342-003	JANET B LONG	CHESAPEAKE APPALACHIA, L.L.C.	5/10/2006	BOOK 86A, PAGE 198	Proctor	Wetzel	12-5-2	148.000000	0.254750
1-228342-004	MYRL E & ELSIE J MARNER	COLUMBIA NATURAL RESOURCES, L.L.C.	4/22/2005	BOOK 84A, PAGE 701	Proctor	Wetzel	12-5-2	148.000000	0.254750
1-228342-005	ARTHUR J & LOIS L POWELL	CHESAPEAKE APPALACHIA, L.L.C.	5/6/2006	BOOK 87A, PAGE 591	Proctor	Wetzel	12-5-2	148.000000	0.254750
1-228342-006	HOMER T & GLADYS R SIMMONS	COLUMBIA NATURAL RESOURCES, L.L.C.	4/22/2005	BOOK 84A, PAGE 703	Proctor	Wetzel	12-5-2	149.000000	0.636876
1-228342-007	HELEN M RENINGER	COLUMBIA NATURAL RESOURCES, L.L.C.	4/22/2005	BOOK 84A, PAGE 687	Proctor	Wetzel	12-5-2	149.000000	0.254750
1-228342-008	ANITA D ANTILL & LUCINDA ALLEN	CHESAPEAKE APPALACHIA, L.L.C.	5/26/2006	BOOK 86A, PAGE 610	Proctor	Wetzel	12-5-2	149.000000	0.636876
MA 05409041001	COLUMBIA GAS TRANSMISSION (DEED)	CHESAPEAKE APPALACHIA, L.L.C.	6/5/2007	N/A	Proctor	Wetzel	12-5-2	149.000000	3.821255
TOTAL UNIT ACRES:								280.114075	

EXHIBIT "B"

Attached to and made a part of that Amended Declaration and Notice of Pooled Unit dated September 3, 2010, but effective December 1, 2009, by and between Chesapeake Appalachia, L.L.C. and Statoil USA Onshore Properties Inc.

**Unit Plat**

Schostag Common Pad
Marshall & Wetzel Co., WV

1 inch = 1,250 feet



X:\GIS\Land\Eastern Division\Central District\Exhibits\Schostag\Schostag DPU.mxd

Date: 8/26/2010
Projection: NAD 1983 UTM Zone 17N

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 3rd day of July 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 24th day of September 2010 at 10:50 o'clock A.M.

TESTE: Jan Pest Clerk.